

ORDER FOR SUPPLIES OR SERVICES						Form Approved		Page 1 Of 20	
1. Contract/Purch Order No.		2. Delivery Order No.		3. Date Of Order		4. Requisition/Purch Request No.		5. Certified for National Defense Under DMS Reg 1 Priority DOA5	
DAAE20-01-P-0091				2000DEC21		SEE SCHEDULE			
6. Issued By			Code	7. Administered By (If other than 6)			Code	8. Delivery FOB <input type="checkbox"/> Dest <input checked="" type="checkbox"/> Other	
TACOM-ROCK ISLAND AMSTA-LC-CAW-A VICKIE BUZZELL (309)782-4650 ROCK ISLAND IL 61299-7630 EMAIL: BUZZELLV@RIA.ARMY.MIL			W52H09	DCMC HARTFORD-STRATFORD 550 MAIN STREET STRATFORD CT 06497-7574			S0702A		
9. Contractor			Code	9S515	Facility Code	10. Deliver To FOB Point By (Date)		11. Mark If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned	
						SEE SCHEDULE			
						12. Discount Terms			
						Net 30 Days			
13. Mail Invoices To						See Block 15			
14. Ship To			Code	15. Payment Will Be Made By			Code	Mark All Packages And Papers With Contract Or Order Number	
SEE SCHEDULE				DFAS-COLUMBUS CENTER DFAS-CO-JNB/BUNKER HILL P O BOX 182077 COLUMBUS OH 43218-2077			SC1016		
16. T O Y R P D E E R O F	Delivery	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
	Purchase	X	Reference your <input type="checkbox"/> Oral; <input checked="" type="checkbox"/> Written Quotation DAAE2000T0367, Dated 2000SEP07 furnish the following on terms specified herein. Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.						
Name Of Contractor		Signature		Typed Name And Title		Date Signed			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE									
18. Item No.	19. Schedule Of Supplies/Service			20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount		
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price								
	KIND OF CONTRACT: Supply Contracts and Priced Orders								
* If quantity accepted by the Government is same quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America By: CINDY PETERMAN /SIGNED/ PETERMANC@RIA.ARMY.MIL (309)782-4634			25. Total	\$92,715.00	
							29. Differences		
26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date _____ Signature Of Authorized Govt Representative _____ 36. I certify this account is correct and proper for payment Date _____ Signature And Title Of Certifying Officer _____					27. Ship. No.	28. D.O. Voucher No.	30. Initials		
					<input type="checkbox"/> Partial <input type="checkbox"/> Final 31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For 34. Check Number 35. Bill Of Lading No.		
37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account No.	42. S/R Voucher No.				

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Name of Offeror or Contractor: DELTA LIGHTING CORP		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		

2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	TACOM-RI	
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223 Electronic Mail Address: AMSTA-CM-CR@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) TACOM-RI solicitation number;		
(2) Name of PCO;		
(3) Problem description;		
(4) Summary of your discussions with the buyer/PCO.		
(End of clause)		

(AS7006)

352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

452.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD			

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$

CLIN PRICE \$

CLIN PRICE \$

CLIN PRICE \$

(End of clause)

(AS7008)

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5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI
THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

- (AS7502)
1. Request your quote remain valid for 90 days.
 2. Please provide your DUNS Number: _____
 3. Please provide your CAGE or FSCM Code: _____

You are hereby notified that award will not be based on price alone, but on evaluation of price and past performance.

*** END OF NARRATIVE A 001 ***
"The No.2 IR lens, drawing SM-D-805037, INFRED TRANSMITTING (in the 1.0-14.1 micrometers range), is constructed from grade 1 optical glass T-1173. Both optical surfaces of this lens are coated with multilayer antireflective coatings. The material utilized in the manufacture of this lens shall not contain thorium, other radioactive material, or any combination of nuclear materials in excess of 0.05% by weight as defined by the title 10 code of federal regulations, part 40. The infrared antireflective coating is excluded from this restriction and contains Thorium approximately 0.0011 grams per square centimeter of coated surface. Thorium in the antireflective coating should not exceed this amount. In addition, the amount of Thorium used will be reported in accordance with the drawings guidlines."

*** END OF NARRATIVE A 002 ***
THE CONTRACTOR'S TAXPAYER ID NUMBER IS 13-2998616.

*** END OF NARRATIVE A 003 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY NSN: 6650-01-062-3117 NOUN: LENS,OPTICAL INSTRU FSCM: 80063 PART NR: SM-D-805037 SECURITY CLASS: Unclassified PRON: M112A001M1 PRON AMD: 01 ACRN: AA AMS CD: 070011 Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H090276H600 W25G1U J 2 DEL REL CD QUANTITY DEL DATE 001 21 01-MAY-2001 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 CONTRACT/DELIVERY ORDER NUMBER DAAE20-01-P-0091/0000	21	EA	\$ 4,415.00000	\$ 92,715.00
0002	Supplies or Services and Prices/Costs DATA ITEM NOUN: DD FORM 1423 SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) Inspection and Acceptance			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: DELTA LIGHTING CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination ACCEPTANCE: Destination				

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8	252.225-7008	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998
	DFARS		

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

None unless entered by the Contracting Officer at the time of award.

(BA6701)

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Name of Offeror or Contractor: DELTA LIGHTING CORP

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

9	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
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In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL SM-D-805037 with revisions in effect as of 03 JAN 00 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI SM-D-805037	MIL-P-116	MIL-STD-2073-1C
SM-D-805037	MIL-O-13830	MIL-PRF-13830
SM-D-805037	MILL-M-13231	MIL-STD-13231

The specific change action and effective date of specifications and standard which are "Not Furnished" within this TDPL shall be as specified in the latest DOD Index of Specification and Standard (DODISS), or by the commercial publisher, in effect as of the date of this TDPL.

(CS6100)

10	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances".

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

11	52.248-4502 TACOM-RI	CONFIGURATION MANAGEMENT DATA INTERFACES	MAR/1999
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The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and

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in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

PACKAGING AND MARKING

12 52.211-4501 PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) FEB/2000
TACOM-RI

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision C, Date 1 Oct 96 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: PSM-D-805037, Rev. -, Dated 10 Jul 96

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS:

(End of clause)

(DS6411)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

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(EA7001)

13	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
14	52.246-4533 TACOM-RI	SURFACE QUALITY STANDARDS	JUN/2000
<p>a. Surface quality standards for optical elements (Scratch and Dig) per MIL-PRF-13830, dated 9 Jan 97, are required to perform acceptance inspection under this contract and are available as listed in Appendix I of this contract. The standards will be furnished to the Contractor on a loan basis for use on this contract. The standards shall not be used on other contracts unless written authorization is received from the Contracting Officer. The Administering Contracting Officer (ACO) designated by the agency administering the contract, or the Contracting Officer (CO) if an ACO was not assigned shall submit the Contractor's request for equipment to Commander-ARDEC, ATTN: AMSTA-AR-QAW-Q, Picatinny Arsenal, NJ 07806-5000, transportation charges collect.</p>			
<p>b. The contractor shall hereby indicate the facility to which this Government Furnished Property should be shipped:</p> <div data-bbox="177 730 849 982" style="border-bottom: 1px solid black; height: 120px; margin-left: 109px;"></div>			
<p>c. Upon receipt, the Contractor should retain shipping containers for return of the standards. All costs of packing, packaging, shipping, and insurance shall be borne by the Contractor.</p>			
<p>d. The Contractor shall be responsible for shipping the surface quality standards to the Government for certification at 12 month intervals. Notification and shipping instructions shall be provided to the Contractor by Commander - ARDEC, ATTN: AMSTA-AR-QAW-Q, Picatinny Arsenal, NJ 07806-5000. The notification shall include the standard's serial number and will be sent 30 days prior to the actual due date for certification.</p>			
<p>e. Within 30 calendar days after completion of delivery of all items on this contract, the Contractor shall assure that the Government owned standards referenced in paragraph a above conform to the requirements of paragraph 3.3.5 of MIL-I-45607. Upon verification by a Government representative that the standards conform to the above requirements, the Contractor shall prepare the standards for delivery in accordance with best commercial practices. The Contractor shall ship the standards with a DD Form 1149 to Commander - ARDEC, ATTN: AMSTA-AR-QAW-Q, Picatinny Arsenal, NJ 07806-5000.</p>			

(End of Clause)

(ES6037)

15	52.246-4025 TACOM-RI	DELETED 17 OCT 00, REPLACED BY ES7025 -- HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - ALTERNATE II	OCT/1997
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DELETED 17 OCT 00, REPLACED BY ES7025

(ES7445)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

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(FA7001)

16	52.242-15	STOP-WORK ORDER	AUG/1989
17	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
18	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
19	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

20	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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MOD/AMD

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CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG	JOB					
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION		ORDER	ACCOUNTING	OBLIGATED
						NUMBER	STATION	AMOUNT
0001AA	M112A001M1	AA	2	97	X4930AC6G 6D	26FB S11116	W52H09 \$	92,715.00
070011								
							TOTAL \$	92,715.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC6G	6D	26FB S11116	W52H09	\$ <u>92,715.00</u>
						TOTAL	\$ 92,715.00

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SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

21

52.246-4500

MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)

MAY/2000

TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are buzzellv@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-5094, ATTN: Vickie Buzzell and (309) 782-1338 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:

N/A

(End of Clause)

(HS6510)

22

252.217-7026

IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items	National Stock	Commercial Item	Source of Supply			Actual
	Number	(Y or N)	Company	Address	Part No.	Mfg
(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list 'none.'

(3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the

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remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

23 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE NOV/1998
TACOM-RI

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

24 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? YES NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

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Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

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<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

25	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
26	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
27	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
28	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
30	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
31	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
32	52.243-1	CHANGES - FIXED PRICE	AUG/1987
33	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR/1984
34	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
35	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
36	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
37	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
38	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		
39	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
	DFARS		
40	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
41	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
42	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
43	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
44	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
45	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUL/2000

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

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www.acq.osd.mil/dp/dars

46 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

47 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

48 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.
As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

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- (1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.
- (2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.
- (c) Rental charge.
- (1) Real property and associated fixtures.
- (1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.
- (ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.
- (iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.
- (2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -
- $$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$
- (3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.
- (d) Rental payments.
- (1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.
- (2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.
- (3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.
- (e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.
- (f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

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4952.252-6AUTHORIZED DEVIATIONS IN CLAUSESAPR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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LIST OF ATTACHMENTS

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aaais.ria.army.mil/aaais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of	<u>Title</u>	<u>Date</u>	Number <u>of Pages</u>
<u>Addenda</u>			
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)